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ATTORNEYS FOR PLAINTIFF

UNITED STATES DISTRICT COURT
DISTRICT OF OREGON
PORTLAND DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

SCRIBE-X, LLC, a/b/n SCRIBE-X
NORTHWEST,

Defendant.

Case No. 3:17-cv-01520-SI

CONSENT DECREE

I. INTRODUCTION

1. This action originated when Brittany Frisby filed a charge of discrimination with Plaintiff U.S. Equal Employment Opportunity Commission (EEOC). Ms. Frisby alleged that

Defendant Scribe-X, LLC, a/b/n Scribe-X Northwest (Scribe-X or Defendant) rescinded her job offer after she disclosed her pregnancy. After investigating, the EEOC sent Scribe-X a Letter of Determination on August 1, 2017, finding reasonable cause to believe that Scribe-X violated Title VII based on Ms. Frisby's discrimination charge. Thereafter, EEOC and Scribe-X attempted to conciliate the charge. However, conciliation was unsuccessful.

2. The EEOC brought this lawsuit under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to correct alleged unlawful employment practices on the basis of sex, female (pregnancy) and to seek relief for the Charging Party, Ms. Frisby. The EEOC filed this lawsuit on September 27, 2017, alleging that Scribe-X failed to hire Ms. Frisby for employment because of sex, female (pregnancy). In addition, EEOC alleges that Scribe-X failed to preserve records relevant to whether alleged unlawful practices occurred.

3. The parties want to conclude fully and finally all claims arising out of the EEOC's Complaint and Ms. Frisby's charge of discrimination filed with the EEOC. Plaintiff EEOC and Defendant Scribe-X enter into this Consent Decree to further the objectives of equal employment opportunity in Title VII.

II. JURISDICTION AND VENUE

4. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345. This action is authorized pursuant to Sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The parties agree that the alleged acts took place within the jurisdiction of the United States District Court for the District of Oregon, Portland Division.

III. NON-ADMISSION OF LIABILITY AND
NON-DETERMINATION BY THE COURT

5. Scribe-X denies any wrongdoing with respect to the Charging Party. This Consent Decree is not an adjudication or finding on the merits of this case and shall not be construed as an admission by Scribe-X of a violation of Title VII.

IV. SETTLEMENT SCOPE

6. This Consent Decree is the final and complete resolution of all Title VII allegations of unlawful employment practices contained in Ms. Frisby's discrimination charge, in the EEOC's administrative determination, and in the Complaint filed herein, including all claims by Plaintiff EEOC and Defendant Scribe-X for attorney fees and costs.

7. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing and approved by the parties to this Consent Decree, and any substantive change, modification or amendment of any provision of this Consent Decree shall also require approval by the Court.

V. MONETARY RELIEF

8. In settlement of this lawsuit, Scribe-X shall pay Ms. Frisby the total amount of eighty-thousand dollars (\$80,000.00) within twenty (20) business days of the date of entry of this Consent Decree by delivering the following to Ms. Frisby, by overnight mail at an address that the EEOC will provide to Defendant:

a. A check in the amount of twenty-five thousand dollars (\$25,000.00) as lost wages payable to Brittany Frisby. The check shall be reduced by any applicable deductions for the employee's portion of FICA and applicable federal and state income tax withholdings related to the payment of wages. Defendant shall include a statement of payments and deductions; and

b. A separate check in the amount of fifty-five thousand dollars (\$55,000.00) as compensatory damages payable to Brittany Frisby. Defendant will issue Ms. Frisby an IRS form 1099 for the payment described in this subpart (b) and Scribe-X will simultaneously transmit copies of the checks made payable to Ms. Frisby, together with an accounting of employee deductions and employer contributions, to EEOC-SEFO_COMPLIANCE@EEOC.GOV.

9. Defendant will not condition the receipt of monetary relief on Ms. Frisby's agreement to: (a) maintain as confidential the facts and/or allegations underlying his charge and complaint and the terms of this Consent Decree; (b) waive her statutory right to file a charge with any government agency; (c) refrain from reapplying for a job at Scribe-X; or (d) a non-disparagement and/or confidentiality agreement.

VI. INJUNCTIVE AND OTHER RELIEF

A. General Provisions

10. Defendant and its officers, agents, managers, supervisors, and human resources staff, and its successors and assigns, are enjoined from engaging in practices that constitute discrimination in violation of Title VII based on an employee or applicant's sex or pregnancy, or that constitute failure to preserve records as required by Title VII. In recognition of its obligations under the Title VII, Scribe-X shall develop and implement the policies and practices set forth below on a company-wide basis.

11. Defendant will provide prior written notice to any potential purchaser of Defendant's businesses, or a purchaser of all or a portion of Defendant's assets, and to any other potential successor of the EEOC's lawsuit, the allegations raised in the EEOC's complaint, and the existence and contents of this Consent Decree.

B. Anti-Discrimination Policies and Procedures

12. Within sixty (60) days of the entry of this Consent Decree, Scribe-X shall develop and implement written policies and procedures as described below in paragraphs 15-20. These policies and procedures shall prohibit discrimination and retaliation, explain to employees their rights and responsibilities under EEO laws with specific attention to the provisions prohibiting sex discrimination under Title VII and the Pregnancy Discrimination Act, and are subject to periodic updating to reflect changes in anti-discrimination laws. The policies will state that they are promulgated at the direction of and with the endorsement of the highest level of Scribe-X management, including its CEO. The policies and procedures shall be provided to the EEOC for review and comment no later than thirty (30) days prior to implementation. Within fourteen (14) days of receipt, the EEOC will advise Defendant of any needed changes. The EEOC agrees to review the policies and procedures in good faith. These policies will be distributed, or made available on the company's intranet, to every employee hired or re-hired during the three (3) year duration of this Consent Decree. In addition, Scribe-X will state its commitment as an Equal Opportunity Employer by stating the following on all application forms, including paper and online versions, highlighted in bold text no smaller than 12-point font: "Discrimination in all forms is unacceptable at Scribe-X, and Scribe-X is committed to a workplace free from discrimination and retaliation. Applicants for employment are also entitled to selection and hiring processes free from discrimination and retaliation. Scribe-X encourages applicants who believe that Scribe-X has subjected them to discrimination or retaliation to contact Scribe-X's human resources at 971-219-1470 or humanresources@scribe-x.com, or by mailing a letter to Scribe-X Human Resources, 931 SW King Avenue, Portland, OR 97205. All applicant complaints shall be addressed promptly, and Scribe-X shall respond to the applicant within five

(5) business days of receipt unless extenuating circumstances prevent compliance with this deadline.”

13. No later than ninety (90) days after entry of this Consent Decree, Defendant will confirm that the policies and procedures were incorporated into an employee handbook that was distributed (or otherwise made available on the company intranet) to all managers, supervisors, human resources staff, and employees, who shall sign an acknowledgement of receipt. Thereafter, Defendant shall distribute (or otherwise make available on the company intranet) its EEO policies to employees annually and will confirm the annual distribution or that it has made its policies available in an electronic format. New employees shall be provided copies of the employee handbook through the onboarding process within five (5) business days of hire unless extenuating circumstances prevent compliance with this deadline, and shall sign an acknowledgement of receipt. These acknowledgements shall be maintained by Scribe-X for the duration of this Consent Decree.

14. If Defendant modifies any of the policies or procedures identified in paragraphs 15-20 below during the duration of this Consent Decree, it shall submit the modifications to the EEOC for review no later than thirty (30) days before adoption. Within fourteen (14) days of receipt, the EEOC will advise Defendant of any comments. EEOC agrees to review the proposed modifications in good faith.

15. EEO Policies. Defendant shall develop and implement written policies and procedures that prohibit discrimination, with particular attention to the prohibition against pregnancy discrimination, and retaliation for complaining about or otherwise reporting discrimination and explain to employees their rights and responsibilities under the EEO laws. The policies and procedures should be written in all languages used in the workplace. The

policies and procedures shall include definitions of discrimination, with specific reference to sex and pregnancy, including provisions that (1) Scribe-X shall not discriminate against an employee on the basis of pregnancy, childbirth, or related medical conditions; (2) women affected by pregnancy, childbirth, or related medical conditions must be treated the same as other persons not so affected but similar in their ability or inability to do work; (3) the anti-discrimination policy applies to employees currently pregnant, those who have had past pregnancies, and those who have potential or intended pregnancies; and (4) include examples to supplement the definitions of discrimination based on sex and pregnancy.

16. The policies and procedures will state that Scribe-X is strongly committed to a workplace free of discrimination and retaliation and that it will take swift and appropriate corrective action when it determines that discrimination and/or retaliation has occurred. The policies and procedures shall include clear definitions and specific examples of conduct that constitute prohibited discrimination and retaliation tailored to Scribe-X's workplace.

17. Management Accountability. Scribe-X shall develop and adopt EEO policies and procedures that expressly hold all supervisory and management employees accountable for the achievement of a workplace that is free from discrimination and retaliation. Supervisors and managers will be notified that their violations of Scribe-X's policies and procedures shall result in appropriate discipline up to and including termination. In addition, supervisors shall be informed of their obligation to report any complaint for investigation, shall prevent and correct any discrimination or retaliation they observe in the workplace or after receiving notice of discrimination and retaliation, and shall be warned that failure to take such action will result in disciplinary action. When evaluating supervisors and managers, Scribe-X will evaluate their

compliance with the EEO policies and procedures, including responses to complaints of harassment, discrimination and retaliation.

18. Complaint Procedures. Defendant shall develop and implement employee complaint procedures to ensure convenient access to points of contact for reporting and require a timely response by the company. The procedures shall: 1) identify multiple points of contact through which employees can lodge complaints, including phone numbers, addresses and email addresses for those points of contact, including Scribe-X's human resources; 2) allow complaints to be submitted anonymously or verbally in the primary language of the employee, without need to submit a written statement; 3) provide a location or office where an employee may lodge a complaint in private and away from the presence of the alleged harasser or discriminating employee, supervisor or manager; 4) provide a method for documenting verbal complaints by management; 5) state that the confidentiality of complainants, victims and witnesses will be maintained to the extent consistent with applicable law; 6) state that Defendant will take appropriate action to correct the conduct upon determining that discrimination or retaliation has occurred; and 7) indicate that within five (5) business days following the conclusion of the investigation of a complaint, unless extenuating circumstances prevent compliance with this deadline, Defendant will communicate to the complainant and victim whether the complaint was substantiated and if any action was taken. The procedures shall also include a statement from a high-ranking company official emphasizing that Scribe-X takes these policies seriously and is committed to a workplace free of discrimination and retaliation.

19. Investigation Procedures. Defendant shall develop and implement an investigation procedure to ensure fair and competent investigations of complaints of discrimination and retaliation. The procedures shall, at a minimum, require that: 1)

investigations begin no later than two (2) business days after receipt of the complaint and be completed within fifteen (15) business days, unless extenuating circumstances prevent compliance with these deadlines; 2) investigations are conducted by a neutral third party with experience investigating complaints of workplace discrimination and retaliation; 3) interviews of the complainant, victim and witnesses take place in private and individually, without the alleged wrongdoer(s) present; 4) the identity of the complainant, victim, witnesses, and facts regarding the complaint will be kept confidential by Scribe-X to the extent possible; 5) witnesses will be advised, consistent with applicable law, not to disclose the identity of the complainant, the victim, witnesses and facts regarding the complaint; 6) the alleged wrongdoer(s) will be instructed not to take any action that might dissuade a potential witness from cooperating; 7) the complainant, victim and witnesses will be assured that they will not be retaliated against or suffer any negative employment consequences for making a complaint or cooperating in the investigation, including but not limited to termination, transfer or reassignment, increase in workload, denial of breaks, poor performance evaluations and reduction in pay or hours; and 8) the investigator shall maintain a written record of the investigation, including but not limited to witness statements, summaries of witness interviews, findings and corrective action taken, or explain why these items are not documented in the investigative record; and 9) Scribe-X will communicate to the complainant and the victim a summary of investigative steps, whether the complaint was substantiated, and if any action was taken.

20. Preservation of Records Procedures. Defendant shall implement a procedure for the preservation of any personnel or employment records made or kept by Scribe-X consistent with the mandates of Title VII regulations at 29 C.F.R. § 1602.14.

C. Equal Employment Opportunity Training

21. Within ninety (90) days of entry of this Consent Decree and two years thereafter, Defendant will provide training to all employees, including all medical scribes, employed at the time the training is scheduled, to ensure that they understand their rights and responsibilities under the anti-discrimination and anti-retaliation laws and Defendant's policies and procedures. Training shall be tailored to the Scribe-X workplace with examples and scenarios that are specific to Scribe-X's business. The CEO or member of upper management shall personally begin each training session with a statement that discrimination in all forms is unacceptable at Scribe-X and that the CEO or member of upper management is personally committed to a workplace free from discrimination and retaliation. The training shall include a specific reference to sex and pregnancy discrimination and specific instruction regarding Defendant's EEO procedures and policies and will include clear definitions and sample scenarios specifically related to discrimination and retaliation tailored to Scribe-X's workplace. The training shall also include information about the different avenues by which a complaint may be submitted and contact information for the EEOC. The training shall be in person and interactive. The duration of this training should be no less than two (2) hours.

22. Not later than one hundred twenty (120) days after entry of this Consent Decree and annually thereafter, employees with any supervisory and human resources responsibilities, including Warren Johnson, Jason Hess and Jack Graham, shall receive additional training regarding hiring procedures and Defendant's anti-discrimination and anti-retaliation policies, supervisory performance standards, and complaint and investigation procedures. The training will inform each participant that he or she is responsible for knowing and complying with of Defendant's policies and procedures and that failure to comply shall result in appropriate

discipline up to and including termination. The training shall also emphasize that supervisors are required to report any complaint for investigation and to prevent and correct any discrimination or retaliation they observe or after receiving notice of discrimination and retaliation, and that failure to take such action will result in disciplinary action. The training shall be in person and interactive, and for no less than two (2) hours.

23. The trainings described in paragraphs 21-22 shall be developed and conducted by a third party with established experience conducting anti-discrimination and anti-retaliation workplace training. Defendant shall identify all proposed trainers and/or curriculum consultants for the trainings within thirty (30) days of the entry of this Consent Decree. The EEOC will raise any objections to the proposed trainers and/or curriculum consultants within fifteen (15) days. Defendant also shall provide the EEOC with copies of all training materials no later than thirty (30) days prior to their use. The EEOC will advise Defendant of any comments to proposed training materials within fourteen (14) days. The EEOC agrees to review the training materials in good faith. The EEOC retains the option of attending any training session required under the provisions of this Consent Decree.

24. All costs of training shall be borne by Defendant. Defendant shall ensure that participants sign attendance sheets to certify attendance at training sessions, which it will retain during the duration of this Consent Decree.

D. Employment Reference and Employee Records

25. Defendant shall provide Ms. Frisby with a positive reference consistent with paragraph 26 in response to requests from prospective employers. Defendant shall not disclose or refer to Ms. Frisby's EEOC charge of discrimination or this lawsuit.

26. Defendant shall amend its personnel records to state that Ms. Frisby voluntarily resigned from employment and is eligible for rehire. Defendant shall certify within thirty (30) days of entry of this Consent Decree that it made these changes to its records regarding Ms. Frisby.

E. Reporting

27. Defendant shall report to the EEOC for a period of three (3) years. The reports shall be in writing and submitted annually beginning with the first anniversary of the date of entry of this Consent Decree.

28. The annual reports shall contain the following information:

- a. Certification that the training described in Paragraphs 21-22 was completed, and a list of all attendees including job titles.
- b. Certification that Defendant has continued to maintain its written EEO policies and procedures and to distribute them as required by Paragraph 12.

29. Defendant shall provide the following information for any employee or applicant complaint of sex or pregnancy-related discrimination brought by an employee, and the resolution of each such complaint, including whether any corrective action taken:

- a. Name(s) of the complainant and/or victim.
- b. Home address, home and cell phone numbers and email address of the complainant and/or victim.
- c. A summary of each complaint, including the identification of the individuals involved, their titles, the particulars of the complaint, a summary of the investigation, the company's determination, and any corrective action taken.

d. Name(s) and title of individual(s) who received, investigated and or otherwise addressed and/or took action based on the complaint.

30. Defendant shall certify that the posting requirements in Paragraph 34 have been met.

31. Defendant shall submit a statement with its report to the EEOC specifying any areas of noncompliance, the reason for the noncompliance, and steps that were or shall be taken to come into compliance.

32. The reports shall be submitted to EEOC-SEFO_COMPLIANCE@EEOC.GOV.

33. During the term of this Consent Decree, Defendant shall make available a senior manager or human resources official for audits upon request by the EEOC to determine compliance with this Consent Decree. The EEOC shall provide notice of the audit subject matter not later than five (5) business days in advance. Any requested audit will be conducted at a mutually agreeable time and place. In addition, upon review of reports submitted pursuant to this Consent Decree, EEOC retains the right to conduct periodic confidential interviews of Scribe-X staff to ensure ongoing compliance with the terms of this Consent Decree.

F. Posting

34. Defendant shall post the Notice to All Employees attached as Exhibit A to this Consent Decree. The Notice shall be posted on a centrally located bulletin board at Defendant's facility for the duration of this Consent Decree.

VII. ENFORCEMENT

35. If the EEOC determines that Defendant has not complied with the terms of this Consent Decree, the EEOC shall provide written notification of the alleged breach to Defendant. The EEOC shall not petition the Court for enforcement of this Consent Decree for at least thirty

(30) days after providing written notification to Defendant of the alleged breach. The 30-day period following the written notice shall be used by the EEOC and Defendant for good-faith efforts to resolve the dispute.

VIII. RETENTION OF JURISDICTION

36. The United States District Court for the District of Oregon, Portland Division shall retain jurisdiction over this matter for the duration of this Consent Decree.

IX. DURATION AND TERMINATION

37. This Consent Decree shall be in effect for three (3) years from the date of entry of this Consent Decree. If the EEOC petitions the Court for breach of this Consent Decree, and the Court finds Scribe-X to be in violation of the terms of the Consent Decree, the Court may extend the duration of this Consent Decree.

DATED this 16th day of May, 2019.

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ORDER APPROVING CONSENT DECREE

The Court, having considered the foregoing stipulated agreement of the parties, HEREBY ORDERS THAT the Consent Decree be, and the same hereby is, approved as the final decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees. The Court retains jurisdiction of this matter for purposes of enforcing the Consent Decree approved herein.

DATED this 24th day of May, 2019.

/s/ Michael H. Simon
MICHAEL J. SIMON
UNITED STATES DISTRICT JUDGE



NOTICE TO EMPLOYEES

This notice has been posted pursuant to the settlement of a pregnancy discrimination lawsuit: *EEOC v. Scribe-X, LLC, a/b/n Scribe-X Northwest (Scribe-X)*, District of Oregon Portland Division, Case Number 3:17-cv-01520-SI. The settlement terms are contained in a document filed with the Court and available to the public called a “Consent Decree.” In accordance with the Consent Decree, Scribe-X will provide anti-discrimination training, with an emphasis on sex and pregnancy and retaliation issues, to its officers, human resources personnel, managers, supervisors, and employees; implement policies to ensure compliance with laws prohibiting sex and pregnancy discrimination, and retaliation; provide its EEO policies to all employees, managers and supervisors; implement policies to ensure accountability with regard to anti-discrimination practices; and report to the EEOC all complaints of pregnancy discrimination, or retaliation it receives from its employees for the next three (3) years.

Federal law prohibits an employer from discriminating against any individual based on the individual’s sex and pregnancy with respect to hiring, promotion, demotion, terms and conditions of employment and/or termination. Federal law also prohibits an employer from allowing any employee to be harassed because of disability, age, race, color, sex, religion and national origin. It is also unlawful for an employer to retaliate against any individual because he or she complains of discrimination or harassment, cooperates with the investigation of a discrimination or harassment charge by Scribe-X or a government agency, participates as a witness or potential witness in any investigation or legal proceeding or otherwise exercises his or her rights under the law.

Any manager or supervisor who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline, up to and including immediate discharge.

If you have any complaints of discrimination or retaliation you should contact Scribe-X’s human resources at 971-219-1470, at humanresources@scribe-x.com, or by mailing a letter to Scribe-X Human Resources, 931 SW King Avenue, Portland, OR.

Employees also have the right to bring complaints of discrimination or harassment to the U.S. Equal Employment Opportunity Commission, Seattle Field Office, at 909 1st Avenue, Suite 400, Seattle, WA 98104-1061, 206.220.6884, 1.800.669.4000.

This notice shall remain prominently posted at all Scribe-X facilities until [month and day], 20____. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.